EXECUTION VERSION

TRANSITION SERVICES AGREEMENT

TRANSITION SERVICES AGREEMENT (this "Agreement"), dated this 9th day of August, 2007, by and among Menu Foods South Dakota Inc., a Delaware corporation ("Seller"), Menu Foods Limited, an Ontario corporation ("Menu Ltd.," and, together with Seller, the "Service Providers" and each, a "Service Provider"), and for purposes of ARTICLES V and VIII, Menu Foods Holdings, Inc., Menu Foods Limited Partnership, Menu Foods Operating Limited Partnership, Menu Foods, Inc., Menu Foods Midwest Corporation, 1446431 Ontario Limited, and 1446432 Ontario Limited (collectively, the "Menu Parties"), and Mars Petcare US, Inc., a Delaware corporation ("Mars Petcare"), and Nutro Products, Inc., a California corporation ("Nutro Products"), Royal Canin USA, Inc., a Delaware corporation, and Royal Canin Canada Company, a Canada corporation (collectively, together with Mars Petcare, the "Service Recipients").

W I T N E S S E T H

WHEREAS, Seller, Mars, Incorporated, a Delaware corporation ("Mars"), Mars Petcare, and, for purposes of Sections 6.1, 6.2, 6.3, 6.6, 6.20, 8.4, 8.5, 8.6, 8.8, 8.9, 8.10 and ARTICLES XIII, XIV, and XV, Menu Ltd., Menu Foods Holdings, Inc., Menu Foods Limited Partnership, Menu Foods Operating Limited Partnership, Menu Foods, Inc., Menu Foods Midwest Corporation, 1446431 Ontario Limited, and 1446432 Ontario Limited have entered into that certain Asset Purchase Agreement, dated the date hereof (the "Asset Purchase Agreement"), pursuant to which, among other things, Mars Petcare will purchase the Acquired Assets (as defined in the Asset Purchase Agreement) and assume the Assumed Liabilities (as defined in the Asset Purchase Agreement) related to Seller's facility located at 630 North Derby Lane, North Sioux City, South Dakota (the "Facility");

WHEREAS, pursuant to that certain Release Agreement, dated the date hereof, by and among the Menu Parties and the Mars Parties (as such terms are defined in the Release Agreement), the Menu Parties have agreed to release the Mars Parties and their respective Affiliates from any further purchasing and certain payment obligations under the Released Agreements (as defined in the Release Agreement) and the Mars Parties have agreed to release the Menu Parties from any obligations to supply product to the Mars Parties or their respective Affiliates under the Released Agreements; and

WHEREAS, in order to provide for the orderly transition of the Facility, and upon the terms and subject to the conditions set forth in this Agreement, Service Recipients desire to receive from Service Providers and Service Providers shall provide specified transition services relating to the operation of the Facility and the supply of products to Service Recipients.

NOW THEREFORE, in consideration of the foregoing and the respective covenants, agreements and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

ARTICLE I

DEFINITIONS

Section 1.1 Definitions.

(a) "**Chunk-in-Gravy Equipment**" shall have the meaning set forth in Schedule A.

(b) "**IT Transition Services**" shall have the meaning set forth in Schedule A.

(c) "**Engineering Installation Services**" shall have the meaning set forth in Schedule A.

(d) "**Manufacturing Services**" shall have the meaning set forth in Schedule A.

(e) "**Service Standards**" shall have the meaning set forth in Section 2.2(a).

(f) "**Product Transition Services**" shall have the meaning set forth in Schedule A.

(g) "**Transition Period**" shall have the meaning set forth in Section 3.1.

(h) "**Transition Services**" shall have the meaning set forth in Section 2.1.

(i) **Other Defined Terms**. Certain other capitalized terms used but not defined in this Agreement shall have the meanings ascribed to such terms in the Asset Purchase Agreement.

ARTICLE II

TRANSITION SERVICES

Section 2.1 Scope of Transition Services.

(a) Subject to the terms and conditions set forth herein, during the Transition Period, Service Providers shall provide, or cause to be provided, to Service Recipients and their Affiliates all of the services, functions and responsibilities set forth on Schedule A (collectively with all other services provided by Service Providers pursuant to this Agreement, the "Transition Services"). For the avoidance of doubt, each of the Transition Services shall include all underlying services and tasks that are necessary for the proper performance of, or that are an inherent or necessary part of, the provision of such Transition Service. To the extent that a Transition Service is to be provided by an Affiliate of a Service Provider, such Service Provider shall cause such Affiliate to provide such services in accordance herewith and references to services provided by such Service Provider shall be deemed to include services provided by such Affiliates.

(b) Each Service Recipient may request in writing that Service Providers provide to it or their Affiliates services not specified on the Schedules or otherwise in this Agreement that are (i) provided by Service Providers as of the date hereof to and in support of the Facility, (ii) related to the Transition Services, or (iii) necessary or desirable for the orderly transition of the Facility (each, a "New Service"). Service Providers shall review any such request for a New Service and use reasonable commercial efforts to assist the Service Recipient with respect to such New Service, provided that (i) such request for New Services are reasonable under the circumstances, and (ii) the parties agree on the scope of and other terms and conditions related to such services. In such event, Schedule A shall be amended to include such New Services and such services shall become "Transition Services" under this Agreement.

(c) Service Providers shall provide each Transition Service for an initial term of up to twelve (12) months beginning on the date on which Service Providers shall begin to provide the Transition Service in question pursuant to Schedule A (the "Initial Term"). Each Service Recipient may request that the Service Providers extend the period during which Service Providers provide all or part of the Transition Services ("Extended Term") and the parties shall mutually agree in good faith upon such Extended Term. Service Recipient's request for extension shall specify, in reasonable detail, the scope and nature of the Transition Services to be provided by a Service Provider during the Extended Term. The Initial Term and Extended Term (if requested and agreed) together shall constitute the "Time Period" for such Transition Service.

Section 2.2 Service Standards; Level of Service.

(a) Except as otherwise directed by a Service Recipient in writing, Service Providers shall provide the Transition Services to Service Recipient in accordance with all commercial, legal and professional service levels and standards, including those relating to completeness, accuracy, quality, timeliness, priority, and responsiveness, that are at least equal in quality to the standards Service Providers apply as of the date hereof in the operation of the Facility and as may be sufficient to preserve and promote public goodwill towards Service Recipients and their Affiliates (the "Service Standards").

(b) Regardless of whether there exists an associated Service Standard, Service Providers will be no less efficient and timely in their allocation and use of the resources or services necessary to provide the Transition Services and otherwise perform their obligations under this Transition Services Agreement than they are in their use of resources and services to other customers or to the Service Provider's Affiliates. In no event will Service Providers discriminate against Service Recipients, as between Service Recipients and Service Providers or any third parties or to the Service Provider's Affiliates, in the allocation and prioritization of resources and services or otherwise in the provision and management of the Transition Services.

Section 2.3 Modifications.

(a) In the event that a Service Recipient requests modifications to the Transition Services or any Service Standards, Service Providers shall consider such request and agree to such modifications if Service Providers' requested modifications are reasonable for the orderly transition of the Facility and technically feasible. If Service Providers agree to such modifications, then Service Providers shall reasonably promptly provide a good faith estimate of the costs for such modifications and, upon written confirmation from such Service Recipient, shall implement such modifications. If Service Recipient's requested modification is unreasonable for the orderly transition of the Facility or not technically feasible, the parties shall negotiate adjustments to such request in good faith. Notwithstanding the foregoing, the Service Providers shall perform such requested modifications if required by applicable Law.

(b) Service Providers shall not modify any Transition Services, any Service Standards related thereto, or any practices and procedures related thereto, in a manner which would (i) materially increase Service Recipients' costs therefor, (ii) materially degrade the functionality or Service Standards related thereto, or (iii) create or materially increase any risks to Service Recipients and their Affiliates in connection with any such Transition Services or Service Standards, without the prior written consent of the Service Recipients that are to receive such Transition Services.

Section 2.4 Orderly Transfer. Each of Service Recipients and Service Providers shall use commercially reasonable efforts to assist and cooperate in the orderly transition from the Transition Services to comparable services provided by Service Recipients and their Affiliates. Service Recipients and Service Providers shall in good faith make available to each other the personnel reasonably needed to facilitate such orderly transfer.

Section 2.5 Transition Services Representatives. In connection with the IT Transition Services, Engineering Installation Services, Product Transition Services and Manufacturing Services, Service Providers and Service Recipients each agree to appoint and maintain a representative for each such Transition Services (each, a "Transition Services Representative"); who shall: (a) use commercially reasonable efforts to achieve the overall intent of this Agreement with respect to such Transition Services and (b) supervise the activities of their respective employees and representatives with respect to such Transition Services.

Section 2.6 Transition Planning. Upon the date hereof, the parties shall cooperate in developing and then implementing a Transition Services transfer plan under the supervision of the Transition Services Representatives, in order to progressively transfer the Transition Services and the Facility to Service Recipients and their Affiliates with the objective that Service Recipients and their Affiliates will be able to provide the Transition Services for themselves and operate the Facility upon the expiration of relevant Time Period, the Transition Period or the termination of this Agreement, whichever is earlier. Service Providers shall use their commercially reasonable efforts to provide such assistance and take all practicable actions (including appropriate instruction and familiarization for Service Recipients and their Affiliates) as are necessary during the term hereof to assist Service Recipients and their Affiliates to achieve their objective subject to Service Recipients' payment of any applicable fees therefor as set forth herein.

Section 2.7 Personnel; Subcontracting.

(a) Service Providers shall retain and employ a staff with the experience, skill, diligence and expertise necessary to perform the Transition Services in accordance with the Service Standards.

(b) Service Providers may not subcontract the performance of the Transition Services to any Person not affiliated with Service Providers, without the express written consent of the Service Recipient that is to receive such Transition Services, which shall not be unreasonably withheld, conditioned or delayed; provided, however, Services Providers may subcontract the performance of the IT Transition Services to the extent that such services were performed by subcontractors as of the date hereof.

(c) In the event that any of the Transition Services are subcontracted, Service Providers shall first ensure that such subcontractors agree in writing to be bound by the terms and conditions of this Agreement, and Service Providers shall remain responsible for (i) compliance of such subcontractors in all respects with the terms and conditions of this Agreement and (ii) for all acts and omissions of such subcontractors and their personnel.

Section 2.8 Pricing; Billing and Cash Settlement. In connection with each Transition Service, Service Recipients shall pay to each Service Provider the fees as set forth in the Schedule A with respect to such Transition Service. The payment of any incidental out-of-pocket costs and expenses that are incurred by the Service Provider shall be paid pursuant to the terms set forth in Schedule A with respect to the applicable Transition Service. Service Providers will not undertake any activities pursuant to this Agreement, other than those in providing the Transition Services as required or permitted by the terms of this Agreement or that must be undertaken on an emergency basis without sufficient time for notice and consent in order to avoid an adverse effect on the Transition Services, without the prior written consent of the Service Recipient that is to receive such Transition Services.

Section 2.9 Billing and Payment Terms.

(a) All amounts due under this Agreement shall be billed and paid for in manner set forth in Schedule A. Payment of all invoices in respect of the Transition Services provided hereunder shall be made in U.S. Dollars.

(b) If any undisputed invoice is not paid in full within 30 days after the date of the date due in accordance with Schedule A, interest shall accrue on the unpaid amount at the annual rate equal to 12% calculated on the basis of a year of 360 days and the actual number of days elapsed between the end of the 30-day payment period and the actual payment date. In addition, if any amount that is not subject to a good faith dispute remains outstanding for a period of more than thirty (30) days after the date due in accordance with Schedule A, Service Provider may, at its sole discretion, cease to provide any Transition Services which relate solely to the amounts which remain past due upon advance written notice to the applicable Service Recipient.

(c) If there is a dispute regarding the amounts shown as billed to a Service Recipient on any invoice, the relevant Service Provider shall, upon the written request of such Service

Recipient, furnish to such Service Recipient reasonable documentation to substantiate the amounts billed including, but not limited to, listings of the dates, times and amounts of the Transition Services in question where applicable and practicable.

(d) All payments due to the Service Provider under this Agreement shall be exclusive of any sales tax or other applicable tax or levy, which shall be payable by the Service Recipient.

Section 2.10 Audit of Transition Services.

(a) Service Providers shall keep books and records of the Transition Services and Service Standards provided hereunder in the same detail and with the same accuracy that Service Providers keep their books and records with respect to such services and standards as of the date hereof, but in no event less than a reasonable level of detail to verify performance and costs or as required by applicable Law. Upon reasonable written request during normal business hours, Service Providers shall permit authorized third party representatives of Service Recipients to examine the books and records of Service Providers, and the right to access all data, information, facilities, systems or personnel relevant to the delivery of the Transition Services and Service Standards for a reasonable duration for the purpose of auditing the performance of, and the charges of, Service Providers under the terms of this Agreement.

(b) For purposes of compliance with audit, litigation, or Service Recipients' or their Affiliates' compliance with applicable Laws, Service Recipients' authorized third party agents and third party representatives, shall have access to such books, records, data, information, facilities, systems and personnel as reasonably necessary for any period during which records are required to be maintained in accordance with this Agreement.

Section 2.11 Archiving.

(a) Service Providers shall archive all data related to the Transition Services consistent with the archiving practices employed with respect to the Transition Services as of the date hereof, or as otherwise required by applicable Law

(b) Service Providers shall back up all of their computer files used in the performance of the Transition Services in accordance with Service Providers' current practices and procedures, but in no event less than (i) reasonable practices and procedures or (ii) as required by applicable Law.

Section 2.12 Third Party Consents. Service Providers acknowledge that they have, as of the date of this Agreement, obtained the consent of, or have provided evidence that no such consent is required from, any third parties, including any licensors under any of the contracts relating to intellectual property or services used by Service Providers, to provide Transition Services.

Section 2.13 Inability to Perform Transition Services. In the event that Service Providers shall be unable to perform the Transition Services as required by this Agreement for any reason, the parties shall cooperate and Service Providers shall use commercially reasonable efforts to restore such Transition Services as soon as possible. Such restoration shall be at

Service Providers' expense. The foregoing is without prejudice to any rights and remedies Service Recipients may have in connection with such failure to perform. Service Providers acknowledge that Service Recipients requires that Service Providers provide the Transition Services in order to operate the Facility during the Transition Period and provide the products delivered in connection with the Manufacturing Services, and that, pending their transition to Service Recipients' systems and services, Service Recipient has no practical alternative source for the Transition Services. Service Providers acknowledge that Service Recipients will be entitled to specific performance in the event Service Providers fail to perform any of the Transition Services in accordance with this Agreement.

Section 2.14 Disaster Recovery. Except as otherwise directed by Service Recipients in writing, Service Providers shall maintain disaster recovery plans, systems and services (e.g., recovery of data, operating environment, telecommunications infrastructure and other facilities) that are substantially similar to the disaster recovery plans, systems and services, as updated from time to time, in place for Service Providers as of the date hereof. Service Providers shall make available to Service Recipients any disaster recovery policies and procedures in effect for the Transition Services during the Transition Period. In the event of a disaster, Service Providers shall timely implement all applicable disaster recovery plans and procedures for the Transition Services provided to Service Recipients as it implements for similar services performed for Service Providers.

ARTICLE III

TERM; TERMINATION

Section 3.1 Term. The term of this Agreement shall commence on the date of this Agreement and shall continue until all Transition Services have been fully provided or the Time Periods for all Transition Services have expired, unless terminated earlier pursuant to this Article III (the "Transition Period").

Section 3.2 Termination.

(a) This Agreement shall terminate upon the expiration of the Transition Period or upon mutual consent of parties.

(b) Each Service Recipient may, without cause, terminate any or all or the Transition Services which are to be received by such Service Recipient upon twenty-eight (28) days prior written notice to Service Providers.

(c) Either party may terminate this Agreement upon thirty (30) days' written notice of a material breach of this Agreement by the other party if the other party fails to cure such breach within such thirty (30) day period.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES

Section 4.1 Representations and Warranties of Service Providers. Each Service Provider represents and warrants that:

(a) It has the authority to enter into and perform its covenants and agreements set forth in this Agreement, and that the execution, delivery and performance of this Agreement does not conflict in any material respect with or constitute a material breach or material default under the terms and conditions of any material documents, agreements or other writings relating to the Transition Services and to which it is a party.

(b) It has the ability and capacity to enter into and perform its covenants and agreements set forth in this Agreement, including without limitation: (i) licenses to use any software necessary to provide the Transition Services pursuant to the terms of this Agreement without, to the knowledge of such Service Provider, violating the rights of any third party, and there is currently no actual or, to the knowledge of such Service Provider, threatened Third Party Claims based on any alleged violation of any such right by such Service Provider; and (ii) the right to grant the Service Recipient the use of all third-party data, images, trademarks and trade names and other proprietary information that may be incorporated into any software necessary to provide the Transition Services without, to the Knowledge of such Service Provider, violating any rights of any third party, and there is currently no actual or, to the Knowledge of such Service Provider, threatened Third Party Claims based on any alleged violation of any such right by such Service Provider.

Section 4.2 Representations and Warranties of Service Recipient. Each Service Recipient represents and warrants that it has the authority to enter into and perform its covenants and agreements set forth in this Agreement, and that the execution, delivery and performance of this Agreement does not conflict in any material respect with or constitute a material breach or material default under the terms and conditions of any material documents, agreements or other writings to which such Service Recipient is a party.

ARTICLE V

INDEMNIFICATION

Section 5.1 Indemnification by Service Providers.

(a) Service Providers and each of the Menu Parties hereby, jointly and severally, indemnify Service Recipients against, and agree to hold Service Recipients and each parent, Affiliate, subsidiary, director, officer, employee, agent and representative of Service Recipients harmless from any and all Damages asserted against, resulting to, or imposed upon or incurred by Service Recipients or a parent, Affiliate, subsidiary, director, officer, employee, agent and representative of Service Recipients, directly or indirectly, by reason of, or resulting from, (i) any breach or nonfulfillment by Service Providers of, or any failure by Service Providers to perform, any of the covenants, terms or conditions of, or any duties or obligations under this Agreement; (ii) any enforcement of this indemnity; (iii) the loss or destruction or damage to the Chunks-in-Gravy Equipment from any cause whatsoever at all times prior to the delivery of such equipment to the Facility by Service Providers; or (iv) for any claims against the Service Recipients in connection with any bankruptcy proceedings of any of the Service Providers, including any successor liability claims and the voiding of the transactions contemplated by this Agreement, pursuant to fraudulent conveyance, preference or other theories under the United States Bankruptcy Code or similar state or foreign statutes.

(b) Without limitation to the foregoing, Service Providers and each of the Menu Parties, jointly and severally, shall defend, indemnify and hold Service Recipients and each parent, Affiliate, subsidiary, director, officer, employee, agent and representative of Service Recipients harmless from all Damages based on any claim or allegation that the provision or use of any Transition Services violates the intellectual property rights of any third party, including any claims or allegations by the licensor of third party intellectual property that Service Providers' use of such intellectual property to provide Transition Services violates the applicable agreement between Service Providers and the such licensor.

Section 5.2 Indemnification by Service Recipients. Service Recipients hereby indemnifies Service Providers against, and agrees to hold Service Providers, and each of their and each parent, Affiliate, subsidiary, director, trustee, officer, employee, agent and representative of Service Providers harmless from any and all Damages asserted against, resulting to, or imposed upon or incurred by Service Providers or a parent, Affiliate, subsidiary, director, trustee, officer, employee, agent and representative of Service Providers, directly or indirectly, by reason of, or resulting from, (i) any breach or nonfulfillment by Service Recipients, or any failure by Service Recipients to perform, any of the covenants, terms or conditions of, or any duties or obligations under this Agreement; and (ii) any enforcement of this indemnity.

Section 5.3 Indemnification Procedures. In the event either Service Providers or Service Recipients shall have a claim for indemnity against the other parties under the terms of this Agreement, the parties shall follow the procedures set forth in Article 13.3 of the Asset Purchase Agreement.

ARTICLE VI

CONFIDENTIALITY; INTELLECTUAL PROPERTY

Section 6.1 Confidentiality and Security of Data. The parties hereto acknowledge that they will have access to confidential and proprietary information concerning the other parties, their Affiliates and their businesses, which information is not readily available to the public. Service Providers acknowledge that they have taken and will continue to take, and each Service Recipient acknowledges that they have taken and will continue to take, reasonable actions to ensure such confidential and proprietary information is not made available to the public. The parties hereto further agree that they will not at any time (during the term hereof or thereafter) disclose to any Person (except to their Affiliates and the officers, trustees, directors, employees, agents and Representatives of such party and their Affiliates who require such information in order to perform their duties hereunder or, in the case of Service Recipients and their Affiliates, to receive the full benefit of the Transition Services, provided such disclosure is pursuant to reasonable confidentiality obligations), directly or indirectly, or make any use of, for any purpose other than those contemplated by the Asset Purchase Agreement or this Agreement, any such confidential or proprietary information, so long as such information remains confidential.

Section 6.2 Disclosure. Each party and its Affiliates may disclose confidential information in the following circumstances (or as otherwise provided by the provisions of this Agreement), provided that such party shall, to the extent reasonably possible first promptly notify the other party of such intended disclosure and shall cooperate in seeking any limitations on such disclosure and/or protective measures for disclosed information:

(a) in response to a court order or formal discovery request after notice to the other party (to the extent such notice is reasonably practicable); provided, however, that such disclosure shall be limited only to the extent that is required by such court order or formal disclosure request;

(b) if a proper request is made by any regulatory authority after notice to the other party (to the extent such notice is reasonably practicable); provided, however, that such disclosure shall be limited only to the extent that is required by such regulatory authority; and

(c) as otherwise required by applicable Law.

Section 6.3 Publicity. No party shall publicly announce or otherwise disclose the existence of, or any of the terms and conditions of, this Agreement without the express prior written consent of the other parties, except as may be required by applicable Law or the rules of any stock exchange on which such party's securities are listed, in which case the disclosing party shall make reasonable efforts to consult the other parties prior to the issuance of any such press release or public statement. No party will use the name of the other party or its Affiliates in any advertising, promotional or sales materials or in any press release without the express prior written consent of the other parties.

Section 6.4 Ownership of Data. Each Service Recipient shall own all data generated as a result of the performance of the Transition Services that are provided to such Service Recipient. Except as set forth in the immediately preceding sentence and except as otherwise contemplated by the Asset Purchase Agreement, each party hereto acknowledges and agrees that Service Recipients and Service Providers shall each retain exclusive rights to and ownership of their own data and their respective Affiliates' data. For the avoidance of doubt, Service Providers shall retain exclusive rights to and ownership of any and all manufacturing formulas related to the manufacture of products for customers other than Service Recipient or its Affiliates and in no event shall Service Recipient have access to such manufacturing formulas and Service Recipients shall retain exclusive rights to and ownership to all of its manufacturing formulas, including those related to the manufacture of products produced for Service Recipients by Service Providers. Furthermore, Service Providers shall retain exclusive rights to and ownership of any and all manufacturing processes and procedures used or developed in the operation of their business, excluding those manufacturing processes and procedures used to conduct the operation of the business at the Facility.

Section 6.5 Security. Except as otherwise directed by a Service Recipient in writing, Service Providers shall, and shall cause their Affiliates to, use all reasonable steps (physical, procedural and electronic), to protect the data owned by such Service Recipient or its Affiliates consistent with its respective practices in protecting its own data as of the date of hereof, but in no event less than reasonable practices or as required by applicable Law. In the event that any such data is lost or destroyed due to the negligence of the Service Providers or their Affiliates, the parties hereto agree that the Service Providers, at their sole cost and expense, shall use their commercially reasonable efforts to reconstruct such data with the reasonable cooperation of such Service Recipient and their Affiliates.

ARTICLE VII

DISPUTE RESOLUTION

Section 7.1 Failure to Perform. In the event that a Service Recipient brings to the attention of a Service Provider any failure by such Service Provider to meet in whole or in part any obligation to provide a Transition Service hereunder, the applicable Transition Services Representative appointed by the Service Providers under Section 2.5, shall (a) promptly investigate and notify such Service Recipient of the cause of such failure, (b) use commercially reasonable efforts to correct the problem and to resume providing the applicable Transition Service as soon as practicable, and (c) advise Service Recipient of the status of the remedial efforts being undertaken with respect to such failures. To the extent such failure is not remedied within a reasonable time after the occurrence thereof, either party may give to the other notice in writing that a dispute has arisen. Within fourteen (14) days after the date of notice, such dispute shall be referred to the General Counsel, North America of Service Recipient and to the Secretary of Service Providers for resolution. If such executive officers of both parties are unable to resolve the dispute within fourteen (14) days of the referral to them, the parties shall be free to pursue any claim in accordance with Article VIII of this Agreement.

ARTICLE VIII

MISCELLANEOUS

Section 8.1 Cooperation.

(a) Service Recipients agree to share on a timely basis information and otherwise cooperate to the extent necessary to facilitate the provision of services under this Agreement. In addition, the parties shall cooperate in a commercially reasonable manner in order that the obligations of Service Providers under this Agreement shall be effectively, efficiently and promptly discharged. Each party shall, at all reasonable times under the circumstances, make available to the other party properly authorized personnel for the purpose of consultation and decision.

(b) It is the intention of the parties to cooperate fully in facilitating the termination of the Transition Period as to each Transition Service at the earliest practicable time.

(c) As part of the transition process, Service Recipients will provide Service Providers' employees reasonable access to the Facility. Service Providers agree to comply with all applicable Service Recipient on-site policies and procedures and all reasonable instructions and directions issued by Service Recipients.

Section 8.2 Expenses. Except as otherwise provided in this Agreement, all expenses in connection with the transactions contemplated by this Agreement will be paid by the party incurring said expenses.

Section 8.3 Execution in Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.

Section 8.4 Notices. Except with respect to invoices (which shall be delivered pursuant to the terms set forth in Schedule A), all notices, requests, demands and other communications which are required or may be given pursuant to the terms of this Agreement shall be in writing and shall be deemed given when delivered by hand or sent by overnight courier service (such as Federal Express), faxed or e-mailed (provided, that within one (1) Business Day the other parties hereto receive a copy by hand or by overnight courier service), as follows:

If to Service Recipients:	Mars, Incorporated 6885 Elm Street McLean, VA 22101 Attention: General Counsel, North America Fax: 703-448-9678
Copies to:	Eric J. Friedman, Esq. Skadden, Arps, Slate, Meagher & Flom LLP 4 Times Square New York, New York 10036
If to Service Providers:	Menu Foods Limited 8 Falconer Drive Streetsville, ON L5N 1B1 Canada Attention: Secretary
Copies to:	Fredrikson & Byron, P.A. 200 South Sixth Street Suite 4000 Minneapolis, MN 55402-1425 Attention: Steven J. Dickinson, Esq.

or to such other address as any party hereto shall have designated by notice in writing to the other parties.

Section 8.5 Amendment; Waiver. This Agreement may not be amended, supplemented or restated except by an instrument in writing signed by, or on behalf of, all of the parties hereto or by a waiver in accordance with this. All of the parties hereto may (a) extend the time for the performance of any of the obligations or other acts of any party contained herein, (b) waive any inaccuracies in the representations and warranties of any party contained herein or in any document delivered by any party pursuant hereto or (c) waive compliance with any of the agreements of any party or conditions to such party's obligations contained herein. Any such extension or waiver shall be valid only if set forth in an instrument in writing signed by all the parties hereto. Any waiver of any term or condition shall not be construed as a waiver of any subsequent breach or a subsequent waiver of the same term or condition, or a waiver of any other term or condition of this Agreement. The failure of any party to assert any of its rights hereunder shall not constitute a waiver of any of such rights. All rights and remedies existing under this Agreement are cumulative to, and not exclusive of, any rights or remedies otherwise available.

Section 8.6 Entire Agreement. This Agreement (together with the Schedules, Annexes hereto and the other agreements, documents and instruments delivered in connection herewith), the Asset Purchase Agreement, the Release and the Confidentiality Agreement constitute the entire agreement of the parties hereto with respect to its subject matter, and supersedes all prior agreements and understandings of the parties hereto, oral and written, with respect to its subject matter.

Section 8.7 Third Party Beneficiaries. This Agreement shall be binding upon and inure solely to the benefit of the parties hereto and their permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person, any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

Section 8.8 Governing Law. Any and all claims, disputes or controversies in any way arising out of or relating to (a) this Agreement or the transactions contemplated hereby, (b) any breach, termination or validity of this Agreement, (c) any discussions or communications relating in any way to this Agreement or the transactions contemplated hereby and the existence or (d) the validity of any and all defenses to such claims, disputes or controversies, shall be governed and resolved exclusively by the laws of the State of New York, notwithstanding the existence of any conflict of laws principles that otherwise would dictate the application of any other state's law. Each party irrevocably and unconditionally waives any right to object to the application of New York law or argue against its applicability to any of the matters referenced in the immediately preceding sentence.

Section 8.9 WAIVER OF JURY TRIAL. EACH OF THE PARTIES HERETO HEREBY WAIVES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

Section 8.10 Venue. Service Recipients and Service Providers, by their acceptance of the benefits hereof, hereby irrevocably and unconditionally submit to the exclusive jurisdiction of the courts of the State of New York located in New York City and the courts of the United States of America located in the City of New York for any litigation arising out of or relating to this Agreement or the transactions contemplated hereby or thereby (and agree not to commence any litigation relating hereto except in such courts). Service Recipients and Service Providers, by their acceptance of the benefits hereof, irrevocably and unconditionally waive, to the fullest extent permitted by law, any objection which they may now or hereafter have to the laying of the venue of any such proceeding brought in such a court and any claim that any such proceeding brought in such a court has been brought in an inconvenient forum. Service Recipients and Service Providers, by their acceptance of the benefits hereof, (i) agree that service of process in any such proceeding may be effected by mailing a copy thereof by registered or certified mail (of any substantially similar form of mail), postage prepaid, to the address of such party set forth in Section 8.4 and (ii) agree that nothing herein shall affect service of process in any other manner permitted by law.

Section 8.11 Relationship of the Parties. The relationship between Service Recipients and Service Providers established by this Agreement is solely that of service recipients and service providers and nothing contained herein shall be deemed to create a joint venture among Service Recipients and Service Providers. No party hereto, its agents or employees shall be deemed the agent or servant of another party hereto and no party hereto shall have the right or authority to enter into any contract or commitment, in the name of or on behalf of the other party hereto, or purport to bind the other party hereto in any manner whatsoever.

Section 8.12 Headings. The headings contained in this Agreement are for the sole purpose of convenience of reference, and shall not in any way limit or affect the meaning or interpretation of any of the terms or provisions of this Agreement.

Section 8.13 Assignment. This Agreement may not be assigned by any party to it without the prior written consent of the other parties; provided, that without such prior consent, (i) each Service Recipient may designate one or more wholly-owned subsidiaries of Mars as the Person or Persons which will receive all or a portion of the Transition Services, and (ii) each Service Recipient may assign all or any part of its respective right, title, interest or obligations in and to this Agreement to (x) any corporation or other entity resulting from any merger, consolidation or other reorganization involving such Service Recipient or (y) any third party which acquires all or substantially all of the assets of such Service Recipient; provided, further, that no such assignment shall relieve the Service Recipient of its obligations and commitments under this Agreement.

Section 8.14 Severability. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable Law, but if any provision of this Agreement or the application of any such provision to any Person or circumstance shall be held to be prohibited by, illegal or unenforceable under applicable Law in any respect by a court of competent jurisdiction, such provision shall be ineffective only to the extent of such prohibition or illegality or unenforceability, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

Section 8.15 Interpretation When a reference is made in this Agreement to Sections, Schedules, Exhibits or Annexes, such reference shall be to a Section of, Schedule of, Exhibit of or Annex to, this Agreement unless otherwise indicated. The table of contents and headings contained in this Agreement are for reference purposes only and are not part of this Agreement. Whenever the words "include," "includes" or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation." Whenever the words "as of the date hereof" are used in this Agreement, they shall be deemed to mean the day and year first above written.

Section 8.16 Survival. The provisions of Articles I, IV, V, VI and VIII shall survive the expiration or termination of this Agreement.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have caused this Transition Services Agreement to be duly executed and delivered on the day and year first above written.

MENU FOODS SOUTH DAKOTA INC.

By /s/ Mark A. Wiens
Name: Mark A. Wiens
Title: Secretary

MENU FOODS LIMITED

By /s/ Mark A. Wiens
Name: Mark A. Wiens
Title: Secretary

MARS PETCARE US, INC.

By /s/ Douglas J. Cahill
Name: Douglas J. Cahill
Title: President

NUTRO PRODUCTS, INC.

By /s/ David S. Kravis
Name: David S. Kravis
Title: President

ROYAL CANIN USA, INC.

By /s/ Olivier Amice
Name: Olivier Amice
Title: President and CEO

ROYAL CANIN CANADA COMPANY

By /s/ Matthew R. Havertape
Name: Matthew R. Havertape
Title: Chief Financial Officer

Solely for purposes of ARTICLES V and VIII of this Agreement

MENU FOODS HOLDINGS, INC.

By /s/ Mark A. Wiens
Name: Mark A. Wiens
Title: Secretary

MENU FOODS LIMITED PARTNERSHIP, by its general partner, Menu Foods GenPar Limited

By /s/ Mark A. Wiens
Name: Mark A. Wiens
Title: Secretary

MENU FOODS OPERATING LIMITED PARTNERSHIP, by its general partner, Menu Foods Limited Partnership, by its general partner, Menu Foods GenPar Limited

By /s/ Mark A. Wiens
Name: Mark A. Wiens
Title: Secretary

MENU FOODS, INC.

By /s/ Mark A. Wiens
Name: Mark A. Wiens
Title: Secretary

MENU FOODS MIDWEST CORPORATION

By /s/ Mark A. Wiens
Name: Mark A. Wiens
Title: Secretary

1446431 ONTARIO LIMITED

By /s/ Mark A. Wiens
Name: Mark A. Wiens
Title: Secretary

1446432 ONTARIO LIMITED

By /s/ Mark A. Wiens
Name: Mark A. Wiens
Title: Secretary

SCHEDULE A

REDACTED